

Exhibit E

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MST, LLC v. North American Land Trust, et al.

February 13, 2025

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UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

MST, LLC,

Plaintiff,

vs.

CASE NO. 2:22-cv-874-DCN

NORTH AMERICAN LAND TRUST AND GEORGETOWN
MEMORIAL HOSPITAL,

Defendants.

GEORGETOWN MEMORIAL HOSPITAL,

Third-Party Plaintiff,

vs.

KYLE YOUNG AND JACQUELINE YOUNG,

Third-Party Defendants.

VIDEOTAPED VTC

DEPOSITION OF: DANIEL WAYNE STACY, JR., ESQUIRE

DATE: February 13, 2025

TIME: 10:09 AM

LOCATION: NELSON MULLINS RILEY &
SCARBOROUGH
151 Meeting Street
Suite 600
Charleston, SC

TAKEN BY: Counsel for the Defendant and
Third-Party Plaintiff,
GEORGETOWN MEMORIAL HOSPITAL

REPORTED BY: MICHAEL DAVID ROBERTS,
Court Reporter

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1 A. Thank you.

2 Q. Hopefully we can avoid those today.

3 Mr. Stacy, am I correct that you
4 represented Georgetown Hospital system in its
5 acquisition of approximately 65 acres of Weehaw
6 Plantation from Jacqueline and Kyle Young, and that
7 transaction closed on December 30th, 2008?

8 A. I did.

9 Q. Okay. Now, related to the acquisition
10 of that property, am I also correct that you
11 assisted and advised Georgetown Hospital System on
12 a permitting process?

13 A. I did.

14 Q. As well as an application for rezoning
15 that property, which I'll refer to as the hospital
16 parcel, for a planned unit development for a
17 hospital campus and medical offices?

18 A. I did. I was the attorney of record
19 for that -- that piece of work.

20 Q. And you were also as part of that
21 acquisition asked to assist and advise the
22 Georgetown Memorial Hospital on an amendment to a
23 conservation easement that was previously -- or
24 previously encumbered the hospital parcel; is that
25 right?

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1 A. I did.

2 Q. Now, putting aside the -- the
3 Georgetown Memorial Hospital System's purchase of
4 the hospital parcel, am I correct that you also
5 represented MST, LLC in its purchase of Weehaw
6 Plantation from Jacqueline and Kyle Young in
7 June of 2010?

8 A. Yes, sir, I did.

9 Q. And then subsequently in the 2013 time
10 frame, did you represent MST, LLC in its purchase
11 of what is called the Weehaw Cheves tract?

12 A. Just a moment, please. Our office did
13 represent them in the purchase of the adjacent
14 property.

15 Q. I would like to start asking you some
16 questions about Georgetown Memorial -- or
17 Georgetown Hospital System's purchase of the
18 hospital parcel.

19 A. Okay.

20 Q. When were you first retained,
21 approximately, by Georgetown Hospital System to
22 represent it in that transaction?

23 A. Several months before that actual
24 closing I was retained to assist with site
25 selection input for a potential new hospital, so it

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1 would have been several, several months before the
2 actual closing of the portion -- of the hospital
3 parcel as you called it.

4 Q. And with your reference to site
5 selection, am -- am I correct that in that time
6 frame leading up to -- to 2008, Georgetown Hospital
7 System was inquiring as to potential properties for
8 it to build a new hospital campus in Georgetown?

9 A. Yes, and they asked me to assist with
10 site criteria. I mean, just like this area that
11 we're in today, we have a lot of areas that you run
12 in wetland areas or sewer or water capacity issues,
13 and so it was more of a look at that part of our
14 county and what sites might be available that might
15 be large enough that might have adequate
16 infrastructure in place, that might have adequate
17 utilities and road frontage, and that was part of
18 that process.

19 Q. I'm going to hand you -- I put the
20 sticker on my copy. I apologize.

21 I'm going to hand you what I am marking
22 as Exhibit 2 to the deposition.

23 (DFT. EXHIBIT 2, Three-page letter to
24 Rick Kaylor from Daniel W. Stacy, Jr. Dated 5/2/06,
25 was marked for identification.)

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1 within and around Georgetown County?

2 A. Yes, sir, inasmuch as needed. We did
3 some real estate acquisitions, some lease
4 transactions for them. That was just -- this was
5 me asking, I think, for Charles to give me whatever
6 he had in his files regarding this parcel.

7 Q. Okay. And -- and that's what I want to
8 get into here. Is the -- the May 2006 time frame,
9 is that approximately the time frame that the
10 hospital began looking into potential tracts for it
11 to build its new hospital campus?

12 A. To the best of my recollection, yes,
13 sir. That was quite a number of years ago, maybe
14 19 years ago now, but they would -- they asked me
15 to help them rank sites, including this was one of
16 the sites they had looked at before.

17 Q. Okay. What -- in that ranking process,
18 what criteria did you, along with Georgetown
19 Memorial Hospital, come up with as to what would be
20 a suitable site for a new Georgetown Hospital
21 campus?

22 A. Well, again, most like the Charleston
23 market there are bridges in certain places and you
24 did not want to be on one side of the bridge or the
25 other. You were looking to be closer to your core

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1 population center, and thankfully in Georgetown
2 County when do you run out of adequate water and
3 sewer capacity to accommodate a facility like a
4 hospital system, because a lot of the western part
5 of the county is not developed. And so we had some
6 limitations on where we had enough of that
7 infrastructure that was in place.

8 Q. And am I correct you also needed an
9 adequate number of acreage to build a hospital
10 campus?

11 A. Oh, that is correct, Mr. Moran. And of
12 course you would have to have a big enough site
13 with contiguous upland acres versus trying to work
14 through wetland areas whether you could potentially
15 fill them or not, but you would try to have as many
16 contiguous upland acres as you could because a
17 hospital campus has a critical mass of size that it
18 would require.

19 Q. And when Mr. Bailey gave his deposition
20 in the last week or two, I believe he also
21 testified that railroad crossings were a concern
22 for where the property could feasibly be located
23 for the hospital campus. Is that also right?

24 A. Yes, sir, my recollection -- again,
25 this is sometime ago -- there were some sites that

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1 were located on Highway 521, but there are two or
2 three significant railroads crossings there, and
3 there was concern that should there be emergency
4 traffic that it would be unable to reach the
5 facility.

6 Again, trying to weigh out the bulk of
7 the population base. Yes, there are people that
8 live on the other side of the track, so to speak,
9 that would need medical services; but the critical
10 mass, how many lives were in the least difficult to
11 access cone?

12 Q. Now, in this letter to -- to Mr. Nation
13 you start by saying: Per our conversation this
14 week, I need to get a significant amount of
15 information from you regarding your status on the
16 purchase on the tract.

17 And I know this was a long time ago,
18 but just to the best of your memory, who did
19 Mr. Nation represent with regard to the tract which
20 I believe you're referring to as the Weehaw tract
21 in the subject line?

22 A. I believe he was working for Georgetown
23 Hospital System at the time and had begun some due
24 diligence efforts on the site, but they were,
25 again, transitioning representation.

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1 Q. And so am I correct that either
2 Mr. Nation or personnel at -- at the hospital had
3 identified a portion of Weehaw Plantation as
4 potentially being a tract that's suitable for the
5 relocation of its -- of its hospital campus?

6 A. Yes, sir, it was one of the sites that
7 met their criteria.

8 Q. And -- and really this letter is -- is
9 really just the transition of services from
10 Mr. Nation to you and you getting the information
11 that he had available to him at that time; is that
12 right?

13 A. It appears to be that, yes, sir.

14 Q. How did you go about initially
15 approaching the owners of Weehaw Plantation about
16 Georgetown Memorial Hospital or Georgetown Hospital
17 System potentially purchasing a portion of the
18 property for its new hospital campus?

19 A. So my recollection is they had been in
20 some conversations with the ownership group already
21 between Mr. Bailey and a principal of the Young
22 family. And when I came into this representation,
23 it was beginning to transition to trying to
24 negotiate a purchase and sales agreement with the,
25 you know, appropriate contingencies and due

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1 diligence periods.

2 Q. I'll hand you what I'm marking as
3 Exhibit 3. And for the record Exhibit 3 has
4 beginning Bates No. GMH002824.

5 (DFT. EXHIBIT 3, Three-page
6 confidential document Bates labeled GMH_002824
7 through GMH_002826, was marked for identification.)
8 BY MR. MORAN:

9 Q. Mr. Stacy, have you had to take -- had
10 a chance to take a look at the document that's been
11 marked as Exhibit 3?

12 A. Yes, sir, I have.

13 Q. And what does this document appear to
14 you to be?

15 A. It looks like a letter of intent that
16 was drafted by me on behalf of the hospital system
17 to propose to the owners of the property about the
18 framework to be -- you know, during the transition
19 to a traditional purchase and sale agreement.

20 Q. And this property or this letter of
21 intent here is addressed to Danny Young, Larry
22 Young and Kyle Young; is that right?

23 A. Yes.

24 Q. And Larry Young was -- was Danny Young
25 and Kyle Young's father?

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1 A. Correct.

2 Q. Okay. And in looking at this letter of
3 intent, I see there's -- there's no mention of a
4 conservation easement or any contingency in here
5 about amending the conservation easement on the
6 Weehaw property as a condition of the hospital's
7 purchase; is that right?

8 A. It's not in the letter of intent. We
9 would have customarily gone from that to a contract
10 with an appropriate due diligence period in it
11 where we would have begun to do things like title
12 exams and wetland delineations and the like. This
13 was an attempt, I think, I guess, in 2006 to set
14 forth the business terms.

15 Q. And in your process -- let me back up.
16 How long have you been practicing law?

17 A. Since 2000 -- since 1995.

18 Q. Okay. And -- and what area of law is
19 your practice traditionally focused on?

20 A. The huge majority is real estate and
21 transactional-related matters. There is some
22 probate and estate work and there is, you know,
23 some business acquisition, business formation,
24 small business purchase and sales and a lot of land
25 use, zoning and entitlement. But all transactions,

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1 soon as she had provided me her abstract and all
2 the copies of the exemptions, then I would have
3 absolutely known.

4 Q. In this initial letter of intent I see
5 the -- the purchase price, looks like it was
6 initially listed at \$35,000 per upland acre and
7 then somebody struck through that and listed 30,000
8 per upland acre. Do you know who struck through
9 that?

10 A. I do not recall.

11 Q. And in this -- in this transaction, how
12 was it that the initial offer of \$30,000 per upland
13 acre was determined?

14 A. The CEO of the hospital system and
15 representatives of the Young family were discussing
16 business terms.

17 Q. And so that's not something that you
18 discussed was the -- the purchase price; you would
19 have -- you would have been focused on the legal
20 terms of the transaction?

21 A. Yes, sir.

22 Q. Would you have provided any input on
23 sort of market comps and -- and, you know, fair
24 market value, things like that?

25 A. If asked my opinion I would probably

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1 been in a position to say, based on the
2 transactions we've closed recently in the area,
3 that seems like a fair price, not a fair price; but
4 I just don't recall one way or the other about
5 being asked this.

6 Q. But it's your recollection that the --
7 the purchase price was solely negotiated between
8 the owners of Weehaw and the -- the management at
9 Georgetown Hospital System?

10 A. Yes.

11 Q. Okay. Upon learning that -- just to
12 set a baseline fact here. Is it your understanding
13 that of the 65 acres that Georgetown Hospital
14 System ultimately purchased from Jacqueline Young
15 and Kyle Young, 56.7 of those acres were previously
16 subject to conservation easement placed on Weehaw
17 Plantation?

18 A. Yes, sir, as I recall the -- what I'll
19 call a corner parcel, the corner 15 acres on the
20 corner of Wedgefield Road and 701 was never subject
21 to that easement, and so it was the surrounding
22 parcel. That would comprise the size of the tract
23 that they felt they needed to build the campus that
24 they would have been planning at that moment.

25 Q. If you could, after you learned that a

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1 5th, 2007 because, obviously, I -- not obviously.
2 I would have communicated, I think, with Mr. Kaylor
3 about the issues and then it made itself to a
4 meeting for a discussion at the board level
5 sometime after that.

6 Q. Now, outside of just notifying
7 Georgetown Hospital System that a portion of the
8 hospital parcel was encumbered by the conservation
9 easement and it would need to be modified or
10 amended if they wanted to use it for a hospital
11 campus as their intended use, did you ever raise to
12 them any other concerns specific to the
13 conservation easement itself?

14 A. Other than going through the terms and
15 conditions of the easement and what was permissible
16 and what was not, and then, obviously, discussion
17 that it may be possible to have a discussion with
18 North American Land Trust about an amendment to it
19 because having read it now that I've had to refresh
20 myself on this file after a few years, realizing
21 that there were significant portions of the
22 inholdings of Weehaw that were subject to being
23 developed we decided we would ask, could we modify.

24 Q. And understanding that you weren't at
25 this meeting, do these meetings -- do these

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1 study.

2 Q. And in this case you have -- you,
3 number one, provided your file to Georgetown
4 Memorial Hospital and you were also subpoenaed; is
5 that right --

6 A. That is --

7 Q. -- by North American Land Trust?

8 A. That is correct.

9 Q. And putting aside privilege, did -- did
10 you produce everything responsive that was not
11 privileged as part of your file?

12 A. Everything we could find. Again, at
13 that time, Mr. Moran, it was 2008. The document
14 retention policy of the Bar was seven years. We
15 didn't scan a lot then, and so that file was
16 shredded after the required retention period.

17 I just don't have the space to keep. I
18 mean, we do, I don't know, a thousand transactions
19 a year. I just don't have the space.

20 Q. Prior to -- prior to that retention
21 policy expiring in approximately 2015, let's say,
22 would you in the normal course have retained a copy
23 of that environmental report prepared by Red Bay
24 Environmental?

25 A. I would have kept the paper --

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1 MR. WALKER: Object to the form.

2 Go ahead.

3 THE WITNESS: I would have a kept a
4 paperer for everything until the file was ready to
5 be not kept.

6 BY MR. MORAN:

7 Q. Understanding we don't have a copy of
8 the report prepared by -- or study prepared by Red
9 Bay Environmental here today, what do you recall
10 the conclusion of that report being?

11 MR. WALKER: Object to the form.

12 THE WITNESS: So to the best of my
13 recollection, that consultant determined that it
14 was an enhancement to the easement as it -- in
15 total because it would further encumber, in his
16 opinion, I recall, more ecologically sensitive
17 properties on the riverfront versus Upland Pine
18 Plantation.

19 BY MR. MORAN:

20 Q. All right. I'm going to go ahead and
21 mark two more exhibits. I'll hand you Exhibit 5
22 which is the 1995 conservation easement placed on
23 Weehaw -- Weehaw Plantation by Larry and Judy
24 Young.

25 (DFT. EXHIBIT 5, Multipage document

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1 certainly worse for its ecological value by that
2 action.

3 Q. Now, prior to the execution of the
4 amendment, did you understand the amendment to be
5 valid and legally enforceable in releasing the
6 56.75 acres of --

7 A. I believe --

8 Q. -- the hospital parcel from the
9 conservation easement restrictions?

10 A. I believe that it was, still believe
11 that it is.

12 Q. And did you communicate that
13 understanding to the hospital prior to their
14 execution and purchase of the property?

15 A. Yes, sir, I mean, we worked hand in
16 glove or I worked hand in glove with the title
17 insurance company that was insuring the transaction
18 on this and worked with their underwriting counsel,
19 and we talked about this whole process as we went
20 through it together with North American Land Trust,
21 as we went through with their advisors, who I
22 didn't particularly have direct contact with; but I
23 worked with Mr. Johnson who told me he would work
24 with his own team, and we all believed it was
25 appropriate and enforceable.

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1 Q. Did you understand North American Land
2 Trust to be represented by legal counsel as it was
3 going through this amendment process?

4 A. Mr. Johnson would say, let me run it by
5 my counsel, and then we would send notes or
6 documents and he would say, tweak this and change
7 that; and so I hate to assume anything, but I
8 assumed he was seeking that counsel.

9 Q. Am I correct that Jacqueline and Kyle
10 Young were also represented by counsel in this
11 transaction and -- and the amendment process?

12 A. They had advisors and counsel. I'm
13 pretty sure I did the deep prep for the actual
14 transfer, but my memory is, the Young family was
15 using an attorney in Conway named Richard Lovelace
16 for most of their counsel and advice because
17 Mr. Young, Senior was a pretty active real estate
18 golf course developer and Richard did most of their
19 work.

20 Q. Now, I also see -- I've seen in
21 correspondence of a gentleman named Trevor Thomas
22 on a lot of the documents. Do you -- are you
23 familiar with Trevor Thomas?

24 A. I think he used to work with Nelson
25 Mullins. Am I correct in that?

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1 Q. You are correct in that.

2 A. And I think they must have sought his
3 counsel as well in some of these things now that
4 you say that. I didn't really remember that, but I
5 do remember speaking with him once or twice.

6 Q. In terms of ultimately amending the
7 easement in the manner that it was amended, what
8 due diligence did -- let me strike that.

9 In terms of amending the easement in
10 the manner that it was ultimately amended, what
11 interactions did you have with NALT as it relates
12 to defining the specific process for amending the
13 conservation easement and agreeing to a language
14 that's included in the amendment to the
15 conservation easement?

16 A. I think in a lot of our conversations
17 with Mr. Johnson he told me what he would need to
18 have to present to his board in order to present
19 this, you know, the ecological study and surveys
20 and proposed language. And we did -- I guess, the
21 hospital system did with my assistance provide,
22 prepare or procure those pieces of information.

23 I recall submittals to Mr. Johnson and
24 him saying, maybe -- maybe another piece of
25 information he wanted. You know, I think he was

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1 purposes of the conservation as a result of this
2 amendment far outweigh any possible detriment.

3 Is it also your recollection that that
4 was a conclusion of the study provided by Red Bay
5 Environmental?

6 MR. WALKER: Object to the form of the
7 question.

8 THE WITNESS: I would say conclusion of
9 the North American Land Trust in their review of
10 the request in total with all the information
11 available to them.

12 BY MR. MORAN:

13 Q. At any point in time prior to the
14 execution of the amendment, did you have any
15 concern that it was invalid or otherwise legally
16 unenforceable?

17 A. No, we were working, again, with the
18 North American Land Trust and its expertise and
19 what they do as easement sponsors, and we were
20 working on my local end with our title insurance
21 company underwriters at Fidelity about making sure
22 we were doing this the right way; and no one ever
23 raised a question or an issue about it not being
24 valid or appropriate.

25 Q. Who was the underwriter you were

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1 working with at Fidelity?

2 A. He's a gentleman who's now retired.
3 His name is Joby, J-O-B-Y, Castine, C-A-S-T-I-N-E.
4 He's been retired for six or seven years now, but
5 he was their state underwriting counsel for
6 Fidelity National Title at that time.

7 Q. And you had conversations with
8 Mr. Castine letting him know the plan to amend the
9 conservation easement in this manner?

10 A. Absolutely.

11 Q. And neither the -- the Youngs nor their
12 counsel ever raised any concern about the amendment
13 essentially being invalid or legally unenforceable;
14 is that right?

15 MS. BAUM: Objection.

16 THE WITNESS: We never had anybody
17 object to the amendment being invalid or concern
18 about the amendment being invalid or enforceable of
19 all the parties involved.

20 MR. MORAN: Sarah, I heard you barely.
21 Did you have an objection you wanted to lodge, just
22 to be fair.

23 MS. BAUM: Yes. Thank you.

24 BY MR. MORAN:

25 Q. Bear with me just one second.

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1 medical office building and another hospital use if
2 we couldn't get an amendment on the balance. There
3 was still some level of interest in, perhaps,
4 acquiring that nine acres for a potential future
5 use.

6 Q. And in fact, the -- the hospital's
7 obligation to go through with the purchase of -- to
8 go through with either of those contracts was
9 contingent upon North American Land Trust agreeing
10 to amend the conservation easement; is that right?

11 A. Yeah, it was, but the buyer could have
12 always waived a contingency if they chose as to
13 enforcement of that contract or one of the
14 contracts.

15 Q. I would like to transition now to
16 talking about your representation of the Murrens in
17 their acquisition of Weehaw Plantation from
18 Jacqueline and Kyle Young.

19 A. Okay.

20 Q. And what is this, 11?

21 (DFT. EXHIBIT 11, Five-page document
22 entitled Title to Real Estate, was marked for
23 identification.)

24 BY MR. MORAN:

25 Q. I'll hand you what's been marked as

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1 Exhibit 11. Mr. Stacy, do you recognize this
2 document?

3 A. I do. It's the deed from Kyle Young
4 and Jackie -- Jacqueline Young, MST, LLC, for I
5 will call it the balance of the Weehaw tract.

6 Q. And the balance being 687.2 acres; is
7 that right?

8 A. Per the deed, yes, sir.

9 Q. And the deed is transferring property
10 from Kyle Young and Jacqueline Young to MST, LLC;
11 is that right?

12 A. It is.

13 Q. If you look at the bottom of the first
14 page and on to the second page, there's a statement
15 that says: This conveyance is made subject to all
16 matters as shown on plat of 687.2 acres, the
17 remaining of Weehaw Plantation on Black River
18 surveyed for MST, LLC and the Nevada Limited
19 Liability Company. Then it goes on to say: It's
20 also subject to the conservation easement and
21 declaration of restrictive covenants made
22 December 29th, 1995 between Larry Young and Judy
23 Young and North American Land Trust and subject to
24 the amendment to the conservation easement and
25 declaration of restrictive covenants between Kyle

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1 Young and Jacqueline Young and the North American
2 Land Trust. Is that right?

3 A. That's what it says, yes, sir.

4 Q. Okay. And in this transaction you --
5 you were the attorney for MST, LLC; is that right?

6 A. I was.

7 Q. Now, did you go over this provision
8 with the members of MST and explain to them what it
9 meant from a legal standpoint?

10 A. I would have gone over the entirety of
11 the title notes with this parcel especially with
12 the fact that the Murrens at the time had not
13 bought a piece of property subject to a
14 conservation easement. I wouldn't have necessarily
15 discussed the Spectrum Cable Television Easement
16 and the road right-of-way, but I would have
17 absolutely discussed the terms and conditions of
18 the easement.

19 Q. And understanding that you don't recall
20 word for word what you discussed with them, do you
21 recall having that conversation with them
22 specifically?

23 A. My recollection is it was a telephone
24 call because Mr. Murren wanted Hampton Peace his
25 real estate broker on the call, and we had a

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1 conversation -- a telephone call to go through the
2 title notes, especially the provisions of the
3 conservation easement.

4 Q. Okay. And that would have been prior
5 to the closing of this transaction; is that right?

6 A. Most likely talked about the hospital
7 acquisition, and Mr. and Ms. Murren had a period of
8 due diligence, and we would have done the same
9 title examinations. They obviously wanted a
10 surveyed -- I didn't recall that until just now --
11 but they clearly hired Mr. Powers to survey the
12 property. So we went through our due diligence
13 process. They themselves bought title insurance,
14 and we would have discussed the title commitment
15 and the exceptions in it.

16 Q. And did you discuss how the amendment,
17 if at all, impacted their use and enjoyment of
18 Weehaw Plantation?

19 A. We talked quite a bit about what the
20 first -- the original agreement provided for the
21 developability of these waterfront sites and how
22 that was no longer possible, and the restrictions
23 of the easement were now fully encumbering those,
24 and that he would have a neighbor that would
25 potentially be a hospital adjacent to him. Because

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1 at that point in time he was my client. He needed
2 to know that.

3 Q. And at that point in time, did
4 Mr. Murren raise any concern to you of there
5 potentially being a -- a hospital on the site next
6 door?

7 A. He proceeded to close, so I'm assuming
8 he got comfortable with it or they, not him.

9 Q. Now, Mr. Murren testified -- strike
10 that. I lost my train of thought. I'll come back
11 to it.

12 Now, Mr. Murren testified that you
13 communicated to him it was unlikely that the
14 hospital would develop a hospital on the hospital
15 parcel, and that is a terrible question. Let me
16 strike that because I used hospital too many times.

17 Mr. Murren testified that you
18 communicated to him that GMH was unlikely to
19 develop a hospital campus on the hospital parcel.
20 Do you recall having that conversation with
21 Mr. Murren?

22 A. I do not recall having that
23 conversation and cannot think of why I would have
24 said that. I mean, after the hospital's
25 acquisition, you had the great recession. There

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1 was a reset. There was the pending approval of, I
2 guess I'll call it the Obamacare Act was being
3 discussed, and I think they were putting their
4 plans on pause; but I never would have represented
5 that they were going to do nothing with it.

6 Q. And did you make clear to Mr. Murren
7 that even if the hospital didn't develop a medical
8 campus on the hospital parcel that was sold or the
9 hospital chose to it could develop some other type
10 of property there?

11 MR. WALKER: Object to the form of the
12 question.

13 THE WITNESS: I don't recall us having
14 that specific conversation. Later we did. Not at
15 that moment.

16 BY MR. MORAN:

17 Q. And when -- what later conversation are
18 you referring to?

19 A. When the system asked me to get this
20 parcel and several others that they had decided to
21 deem as surplus appraised so they could begin to
22 market what they deemed to be surplus properties, I
23 recommended that we reach out to Mr. Murren and
24 tell him that the property was going to be for sale
25 and that it would be offered to him before it hit

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1 the market based on whatever appraised value was
2 produced at that time.

3 So I did, I reached out to him and said
4 it was going to be for sale and if he would like to
5 purchase it. I believe I shared a copy of the
6 appraisal from Hucks & Associates with him. I did
7 not know that they had -- this is irrelevant -- I
8 did not know that they had any domestic issues so I
9 communicated email to both, but I spoke to her
10 separately and I spoke to him separately about that
11 it was available for purchase and that would have
12 been 2021ish, somewhere in there.

13 Q. So you spoke to both Jim and Heather
14 Murren about the -- the hospital parcel being for
15 sale?

16 A. I did.

17 Q. Did either of them express any interest
18 in purchasing the hospital parcel?

19 A. No, they did not.

20 Q. Did they provide a reason as to why?

21 A. They did not to me. They said they
22 were not interested at the moment. I said, okay.
23 Just thought it was the neighborly thing to do.

24 Q. Now, during your representation of --
25 of MST, LLC, did either Jim or Heather Murren